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KNOW ALL MEN BY THESE PRESENTS,

THAT I, LAWRENCE J. KEDDY, of Center Conway, New Hampshire, in consideration of One (\$1.00) Dollar and other valuable considerations, paid by BARNARD-MARQUIT CORPORATION, a Maine corporation, of South Windham, Maine, and whose mailing address is P.O. Box 70, South Windham, Maine 04082 the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said BARNARD-MARQUIT CORPORATION, its heirs and assigns forever, a certain lot or parcel of land with the buildings thereon, situated in the Town of Windham, County of Cumberland and State of Maine, being all of the property conveyed to Lawrence J. Keddy by Lawrence J. Keddy, Attorney in Fact for New England Steel Co., Inc., dated January 17, 1978, and recorded in the Cumberland County Registry of Deeds in Book 4162, Page 277.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenance thereunto belonging, to the said BARNARD-MARQUIT CORPORATION, its heirs and assigns forever.

IN WITNESS WHEREOF, the said Lawrence J. Keddy has set his hand and seal this 4th day of January in the year of our Lord one thousand nine hundred ninety-three.

Signed, Sealed and Delivered
in presence of

 
Lawrence J. Keddy

STATE OF MAINE

Oxford
Cumberland, ss.

January 4, 1993

PERSONALLY APPEARED the above-named LAWRENCE J. KEDDY, and acknowledged the above instrument to be his free act and deed.

Before me,

SEAL

Recorded
Cumberland County
Registry of Deeds
04/02/93 10:36:42AM
John B. O'Brien
Register


Notary Public

DAVID R. HASTINGS
My commission expires
9/4/94

33679

KNOW ALL MEN BY THESE PRESENTS,

THAT I, LAWRENCE J. KEDDY, of Center Conway, New Hampshire, in consideration of One (\$1.00) Dollar and other valuable considerations, paid by BARNARD-MARQUIT CORPORATION, a New Hampshire corporation qualified in Maine, whose mailing address is P.O. Box 70, South Windham, Maine 04082, the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said BARNARD-MARQUIT CORPORATION, its heirs and assigns forever, a certain lot or parcel of land with the buildings thereon, situated in the Town of Windham, County of Cumberland and State of Maine, being all of the property conveyed to Lawrence J. Keddy by Lawrence J. Keddy, Attorney in Fact for New England Steel Co., Inc., dated January 17, 1978, and recorded in the Cumberland County Registry of Deeds in Book 4162, Page 277.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenance thereunto belonging, to the said BARNARD-MARQUIT CORPORATION, its successors and assigns forever.

This deed is given as a corrective deed to a deed dated January 4, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10620, Page 324, to correctly identify the Grantee as a New Hampshire corporation.

IN WITNESS WHEREOF, the said Lawrence J. Keddy has set his hand and seal this 17th day of July in the year of our Lord one thousand nine hundred ninety-five.

Signed, Sealed and Delivered
in the presence of

Amel P. Gorguis

Lawrence J. Keddy
Lawrence J. Keddy

STATE OF MAINE
Cumberland, SS.

July 17, 1995

PERSONALLY APPEARED the above-named LAWRENCE J. KEDDY, and acknowledge the above instrument to be his free act and deed.

Before me,

Robert S. Stevens
Notary Public Attorney at Law

RECEIVED
RECORDED REGISTRY OF DEEDS
Print Name: Robert S. Stevens
Commission Expires: _____

95 JUL 24 AM 10:25

CUMBERLAND COUNTY

John B. O'Brien

AJB/999997.A27

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22309

KNOW ALL MEN BY THESE PRESENTS,

THAT, I, LAWRENCE J. KEDDY of Portsmouth in the County of Rockingham and State of New Hampshire, in consideration of One Dollar (\$1.00) and other valuable consideration paid by SCOTT PAPER COMPANY (S. D. WARREN DIVISION), a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 89 Cumberland Street in the City of Westbrook, County of Cumberland and State of Maine, the receipt whereof, I do hereby Acknowledge, do hereby Remise, Release, Bargain, Sell and Convey and forever Quit-Claim unto the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever, premises, rights and easements located in the Towns of Windham and Gorham in the County of Cumberland and State of Maine hereafter described:

First:

A certain lot or parcel of land with the buildings thereon and with part of the dam thereon situated at Little Falls in that part of the Town of Windham known as South Windham on the easterly side of Main Street, formerly known as the Old Gray Road and now designated State Route 202 and bounded and described as follows: (courses based on true meridian)

Beginning at a point on the easterly side of said Main Street at the southwest corner of the parcel of land formerly of Keddy Manufacturing Company, conveyed to Lawrence J. Keddy by deed of Park Corporation dated May 9, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3545, Page 141, which point is further described as being one hundred seventy-five (175) feet southerly of the southwest corner of land now or formerly of Robert Miele et al; and which point is further described as being one hundred seventy-two and fifty-seven hundredths (172.57) feet southerly of the monument with the iron pin located on the easterly side of Main Street near the corner of said Miele lot.

Thence North 87° 13' East by line of said land formerly of Keddy Manufacturing Company three hundred fifty-five and eighty-three hundredths feet (355.83) feet, more or less, on a course which intersects the face of the westerly foundation of the main factory building on the land so conveyed by Park Corporation to said Keddy at a right angle thereto, at a point marked by a drill hole set;

Thence South 2° 47' East along the said face of the westerly foundation fifty-eight and seventy-four hundredths (58.74) feet to a corner of said foundation;

Thence North $87^{\circ} 30'$ East by the face of the southerly foundation of said building a distance of thirty-four and seventy-two hundredths (34.72) feet to a point distant twenty-five (25) feet northeasterly from the center of the 12,000 volt electric transmission line which runs southeasterly from a point near said corner of said foundation;

Thence running twenty-five (25) feet distant northeasterly from and parallel with said center of said electric pole line South $57^{\circ} 44' 10''$ East by another portion of the land conveyed to said Keddy by deed of Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds in Book 2641, Page 44, a distance of three hundred eighty-nine and sixty hundredths (389.60) feet, more or less, to a corner wholly within said parcel conveyed by said Park Corporation to said Keddy which corner is at the intersection of the lines parallel with and twenty-five feet (25) distant northeasterly and easterly of the existing transmission line running between the generating stations at Little Falls and Mallison Falls;

Thence on a course of South $11^{\circ} 08' 30''$ East a distance of seventy and sixty-three hundredths (70.63) feet, more or less, to line of land conveyed to said Keddy by said deed of Atlantic Mills, Inc.;

Thence on the same course one hundred twenty-seven and 50/100 (127.50) feet, more or less, to the line of land conveyed to Mallison Corporation by deed of Cumberland Securities Corporation dated May 25, 1955 and recorded in said Registry of Deeds in Book 2232, Page 46;

Thence by line of said Mallison Corporation land westerly to the thread of the Presumpscot River;

Thence by the thread of the River northerly and westerly to a point in the southerly extension of the easterly side line of said Main Street;

Thence northerly by said extension and by the easterly side line of Main Street to the point of beginning; including herewith all right, title and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Subject to a right-of-way for vehicles and pedestrians thirty (30) feet in width extending easterly from Main Street from the point of beginning above described along the northerly boundary first above described to the doorway located in the westerly foundation of the said main factory building (a distance of three hundred fifty-five and eighty-three hundredths (355.83) feet, more or less), with the right reserved to the Grantor, his heirs and assigns, to maintain and use on, in and over said right-of-way the existing door and stairs adjacent to said main factory building.

Subject also to existing rights of Central Maine Power Company or others to maintain transmission lines over and across said premises.

Reference is made to the deed from Atlantic Mills, Inc. to Lawrence J. Keddy dated October 30, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44 and to the deed from Park Corporation to said Keddy dated May 4, 1974 and recorded in said Registry in Book 3545, Page 141.

Second:

A certain lot or parcel of land with any buildings and part of the dam

thereon situated at Little Falls in the Town of Gorham, bounded and described as follows: 27

Beginning at a point on the Easterly side of said Main Street at the Northwestern corner of land now or formerly of Louis E. Brackett, et al;

Thence easterly by said Brackett land one hundred ninety-two (192) feet, more or less, to a corner;

Thence southerly by said Brackett land eighty-three (83) feet, more or less, to land now or formerly of George N. Sferes;

Thence easterly and southerly by said Sferes land to land of Eugene Hawkes;

Thence by Hawkes land easterly to the thread of the Presumpscot River;

Thence northerly and westerly by said thread to a point in the northerly extension of the easterly side line of said Main Street;

Thence southerly by said extension and by said easterly side line of Main Street to the point of beginning; including herewith all right, title, and interest of the Grantor in and to land extending to the center line of any streets or roads adjoining said premises.

Excepting and reserving the rights of the South Windham Public Library, or Trustees thereof, in buildings occupied by them and in the land on which they are erected, and the right of access thereto easterly from said Main Street.

Third:

All right, title and interest in any and all land which may lie westerly of Main Street in the Towns of Windham and Gorham, and which was conveyed by Robert Gair Co., Inc. to Cumberland Securities Corporation by deed dated March 7, 1940 and recorded in said Registry of Deeds, Book 1601, Page 95. Excepting, however, the premises and sewer right of way conveyed by Cumberland Securities Corporation to Julia L. Siciliano by deed dated April 29, 1941, recorded in said Registry of Deeds, Book 1637, Page 119, but conveying the flowage rights reserved to the Grantor therein. Excepting from this conveyance the parcel conveyed to the Inhabitants of the Town of Windham by deed of Lawrence J. Keddy dated November 29, 1961 and recorded in the said Registry of Deeds in Book 2646, Page 357, but conveying all rights reserved in said deed.

Also conveying to the Grantee, its successors and assigns, all the Grantor's right, title and interest in and to the bed of the said river and the right to use the waters of said river where the same adjoins all premises hereby conveyed, and all rights of flowage appurtenant to these premises. Reserving, however, to the said Lawrence J. Keddy, his heirs and assigns the right to use the waters of, and take water from, the Presumpscot River, where and if said waters are not within the premises herein conveyed, for cooling and processing purposes on other land of said Keddy, his heirs and assigns adjacent to the premises herein conveyed, and to discharge said waters, and any additional waters obtained from Public Water Supply used for cooling and processing purposes into the Presumpscot River in accordance with applicable Local, State and Federal Standards, and to maintain, repair and replace the existing closed circuit cooling pipe extending from said adjacent premises into the bed of the Presumpscot River, but in no event shall the Grantee herein be obligated to maintain or alter the flow of water in the Presumpscot River for the operation, maintenance, repair or replacement of said cooling pipe.

Also conveying to the Grantee, its successors and assigns that portion of the island sometimes called Little's Island which lies southerly of a line drawn from the monument with the iron near the southwest corner of land formerly of Robert Miele et al located on the easterly side of said Main Street and running on a course of North 89° West (True North) (the large oak tree mentioned in earlier deeds having long since been cut.)

Also conveying to the Grantee, its successors and assigns the right to maintain, repair and replace a structure on the building formerly of Park Corporation, later of Lawrence J. Keddy, for the purpose of supporting the 12,000 volt electric transmission line above mentioned.

Together with the right, in common with others so entitled, to pass and repass over, across and along the existing roadway, which starts on Depot Street near the line of land formerly of Lucy Hart and runs southerly and then easterly toward the land of Maine Central Railroad, then runs southerly, then westerly around the southerly end of the factory building to run between the factory building and the Presumpscot River, as a means of access to the electric transmission line and the supporting poles thereof near said River, and the right to retain, repair and replace in its present location one guy pole and anchors near the property line beside said existing roadway. Neither the Grantor nor the Grantee, their respective heirs, successors or assigns, shall be obligated to repair or maintain any portions of said roadway.

This conveyance is made subject, however, to the right to use, in common with the Grantor, his heirs and assigns, so much of said roadway as crosses premises herein conveyed.

The premises hereby conveyed are subject to the right and easement of the Central Maine Power Company, its successors and assigns, to repair, replace and maintain any and all of its transmission and distribution lines as are now located along and across said premises and the right of said Central Maine Power Company, its successors and assigns, to overflow and flood the above described premises as may be overflowed and flooded by means of its dam at Mallison Falls all as set forth in deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954, recorded in said Registry of Deeds Book 2167, Page 245.

The above described premises are also conveyed subject to the covenants of the Grantor herein which are binding upon him, his heirs and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to the Atlantic Mills, Inc. dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting the height of the dam at Little Falls between E. I. DuPont De Nemours Powder Company and Androscoggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may still be in effect.

Reference is made to the deed from Atlantic Mills, Inc. to Lawrence J. Keddy dated October 30, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44 and, as to a small portion, the deed from Park Corporation to Lawrence J. Keddy dated May 9, 1974 and recorded in said Registry of Deeds in Book 3545, Page 141.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever.

And the said Grantor does covenant with the said Grantee, its successors and assigns that he has not delivered any unrecorded instrument to any third party or parties (excluding the Grantee herein) conveying any interest in or encumbering the real estate and interest in real estate listed and described herein.

IN WITNESS WHEREOF, the said Lawrence J. Keddy, unmarried, has hereunto set his hand and seal this 18th day of October in the year of our Lord one thousand nine hundred and seventy-four.

Signed, Sealed & Delivered
in presence of

David Plimpton

Lawrence J. Keddy (Seal)
Lawrence J. Keddy

STATE OF MAINE
CUMBERLAND, ss.

October 18, 1974

Personally appeared the above named Lawrence J. Keddy and acknowledged the above instrument to be his free act and deed.

Before me.

David Plimpton
Attorney-at-Law

OCT 18 1974

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 11 2 01 AM, and recorded in
BOOK 3612 PAGE 25 David Plimpton Register

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22310

KNOW ALL MEN BY THESE PRESENTS,

THAT, MALLISON CORPORATION, a Corporation organized and existing under the laws of the State of Maine and located at South Windham in the Town of Windham, County of Cumberland and State of Maine in consideration of One Dollar (\$1.00) and other valuable consideration paid by SCOTT PAPER COMPANY (S. D. WARREN DIVISION), a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 89 Cumberland Street in the City of Westbrook, County of Cumberland and State of Maine, the receipt whereof, it does hereby Acknowledge, does hereby Remise, Bargain, Sell and Convey and forever Quit-Claim unto the said Scott Paper Company (S. D. Warren Division), its successors and assigns forever, premises, rights and easements located in the Towns of Gorham and Windham in the County of Cumberland and State of Maine, hereafter described:

First:

A certain easement over, upon and across land now or formerly of Raymond F. Phinney located in the Towns of Gorham and Windham, between land now or formerly of Eugene Hawkes, on the South and land now or formerly of Commercial Chemical Corporation in Windham on the North, more fully described in the deed from Atlantic Mills, Inc. to Mallison Corporation dated May 29, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2607, Page 23.

Second:

A certain easement over, upon and across land now or formerly of Eugene Hawkes situated in the Town of Gorham and extending from the Presumpscot River near land now or formerly of one Nealey Northerly sixteen hundred (1600) feet, more or less, to land now or formerly of Raymond F. Phinney, more fully described in the deed from Atlantic Mills, Inc. to Mallison Corporation dated May 29, 1961 and recorded in said Registry of Deeds in Book 2607, Page 25.

Third:

A certain lot or parcel of land situated in said Windham lying southerly of the first parcel of land conveyed to Lawrence J. Keddy by deed of Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds in Book 2641, Page 44 and more particularly described as follows:

Beginning on the southerly line of land so conveyed to Lawrence J. Keddy at a point which is twenty-five (25) feet easterly of the center line

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of the existing pole line which connects the generating stations at Little Falls and at Mallison Falls;

Thence on a course of South $11^{\circ} 08' 30''$ East along the line twenty-five (25) feet distant from and parallel with said pole line, and by line of land being leased by Lawrence J. Keddy to NMC Windham, Inc. to a line at right angles to the westerly boundary of the main line of track of Maine Central Railroad at a switch thereon;

Thence North $85^{\circ} 16' 30''$ East sixty-seven and thirteen hundredths (67.13) feet to the westerly boundary of land now or formerly of Maine Central Railroad;

Thence running Southerly by said Maine Central Railroad land to line of land formerly of Samuel Rindge and now or formerly of Rich Properties, Inc. (see deed from Hudson Pulp & Paper Corporation dated December 28, 1964 and recorded in said Registry in Book 2873, Page 175 and deed recorded in said Registry in Book 3065, Page 761);

Thence westerly by line of said Rich Properties, Inc. land to the Presumpscot River;

Thence northerly by the Presumpscot River to the southerly line of land conveyed by Atlantic Mills, Inc. to Lawrence J. Keddy above mentioned;

Thence easterly by line of said Keddy land to the point of beginning.

Being a part of the premises described in the deed from Cumberland Securities Corporation to Mallison Corporation dated May 25, 1955 and recorded in said Registry of Deeds in Book 2232, Page 46, and subject to the reservations and covenants for the benefit of Cumberland Securities Corporation, its successors and assigns, more fully set out in said deed.

Fourth:

(1) A certain parcel of land, with buildings, structures, dam and mill privilege thereon and appurtenant thereto, situated in said Town of Gorham, at Mallison Falls, so called, on the southerly side of Mallison Street, so called, bounded and described as follows:

Beginning at an iron pin set in the ground at the northeasterly corner of land formerly of Thomas Brackett on the southerly side of said Mallison Street; thence extending South $27^{\circ} 59'$ East on the line of said Brackett's land two hundred twenty-one (221) feet, more or less, to an iron pin set in the ground; thence extending North $54^{\circ} 46'$ East two hundred eight (208) feet to an iron pin set in the ground on the westerly side of the Old Town Way, otherwise known as the Old Horse Beef Road, now known as Canal Street; thence running South $32^{\circ} 38'$ East on the westerly side of said Canal Street four hundred ninety-six and one half ($496 \frac{1}{2}$) feet to a point, said point being the westerly end of a line established between Sebago Wood Board Company and Kirstina M. Walker, et al, by their two deeds dated November 10, 1899, recorded in Cumberland County Registry of Deeds, Book 682, Pages 122 and 200, respectively; thence on the same course a distance of one hundred eleven (111) feet to the southerly corner of the lot conveyed by Kirstina M. Walker et al to Mallison Power Company by deed dated May 23, 1900 and recorded in the Cumberland County Registry of Deeds in Book 688, Page 480;

Thence North 44° 22' East to an iron pipe on the easterly side of said Canal Street and on the northerly side of a right-of-way reserved by Central Maine Power Company in its deed to Mallison Corporation dated May 25, 1955 and recorded in said Registry of Deeds in Book 2232, Page 33; thence South 37° 09' East a distance of twenty-five (25) feet to the southerly side of said reserved right-of-way; thence North 61° 03' East a distance of fifty-six and seventy-two hundredths (56.72) feet to an iron pipe and a corner of land of Central Maine Power Company; thence South 37° 09' East by line of said Central Maine Power Company land a distance of forty-one (41) feet to an iron pipe; thence southerly on a curve to the right by the westerly bank of the former Cumberland and Oxford Canal a distance of two hundred nineteen (219) feet, more or less, to an iron pipe at line of land conveyed by Morse Willis to Stevi Penuk and Asta Penuk by deed dated November 5, 1923, recorded in Cumberland County Registry of Deeds in Book 1153, Page 387, said iron pin being set in the line established between Sebago Wood Board Company and Morse Willis by their two deeds dated November 11, 1899, recorded in said Registry of Deeds Book 682, Pages 205 and 206, respectively; thence extending North 50° 35' East along said Penuks' northerly line, which is the line established between Sebago Wood Board Company and Morse Willis by their said two deeds dated November 11, 1899, to the middle of the Presumpscot River; thence extending northerly up the middle of said river to the bridge across said river on said Mallison Street; thence extending southwesterly by said street to a point where a line extended North 27° 59' West from the iron pin at the point of beginning would intersect the last described line; thence extending South 27° 59' East a distance of thirty-one feet, more or less, to the iron pin at the point of beginning; together with all the Grantor's right, title and interest in and to the said Cumberland and Oxford Canal and the land over which the same is built and in and to any and all property, rights and interests conveyed to said Sebago Wood Board Company by Kirstina M. Walker, et al, and Morse Willis by their several deeds dated respectively November 10, 1899 and November 11, 1899, but subject to the rights of the public in and to said Mallison Street and said Canal Street; being a portion of the premises, properties, rights and privileges conveyed by said Sebago Wood Board Company to William W. Mason, Trustee, by its deed dated November 24, 1899 and recorded in said Cumberland County Registry of Deeds, Book 684, Page 175, and a portion of the premises, properties, rights and privileges conveyed by said William W. Mason, Trustee, to Mallison Power Company by deed dated January 28, 1903, recorded in said Registry, Book 728, Page 345.

The above described premises, rights and privileges are conveyed subject to all the terms, conditions, agreements and covenants as the same were contained in said deed from Sebago Wood Board Company to William W. Mason, Trustee.

Subject to the right reserved to Central Maine Power Company, its successors and assigns, to pass and repass for any and all purposes over, along and across said road leading from Canal Street to the Mallison Power Station, the same to be used in common with the Grantees and others entitled to use the same. (All courses in present deed based on True Meridian).

(2) A certain lot or parcel of land in Windham and/or Gorham in said County of Cumberland, at Mallison Falls, so called, together with the dam situated thereon and the mill privileges connected therewith, except as are hereinafter reserved or excepted, bounded and described as follows:

Beginning at a stone monument near the easterly bank of the Presumpscot River, in the northerly boundary line of the remaining land owned by Samuel Rindge on February 4, 1932 and of the premises conveyed by said Samuel Rindge to Cumberland County Power and Light Company by deed dated February 4, 1932, recorded in Cumberland County Registry of Deeds, Book 1392,

Page 174, said stone monument being distant southwesterly two hundred eighteen and three tenths (218.3) feet from the center line of the Maine Central Railroad, Mountain Division, as now constructed, measured along said northerly boundary line; thence South 65° 29' East three hundred ninety-seven and three tenths (397.3) feet to a point at the shore end of an old abutment in the easterly bank of said river, south of the highway bridge over said river; thence south 24° 47' East one hundred ten and four hundredths (110.04) feet to a point six (6) feet northwesterly of the "cloth building", so called, on said remaining land of Samuel Rindge; thence south 47° 32' East sixty-one and forty-nine hundredths (61.49) by a line parallel with and six (6) feet westerly from said cloth building to the southerly or downstream side of the existing dam structure; thence South 42° 11' West thirty-three and forty-five (33.45) feet, by a line parallel with and six (6) feet northerly from the "dye house", so called, on said remaining land of Samuel Rindge; thence South 26° 13' East nineteen and eighty-four hundredths (19.84) feet, by a line parallel with and six feet (6) northwesterly from said dye house; thence South 42° 06' West twenty-eight and nineteen hundredths (28.19) feet, by a line parallel with and six feet northwesterly from said dye house; thence South 47° 05' East one hundred twenty-seven and seven tenths (127.7) feet, by a line parallel with and six feet southwesterly from said dye house, to a point in the prolongation of the southeasterly line of said dye house; thence South 61° 00' East one hundred fourteen and two hundredths (114.02) feet to a monument formerly six (6) feet distant southwesterly from the pump house in the rear of the machine shop on said remaining land of Samuel Rindge, which point (in 1974) is twenty-five and forty-nine hundredths (25.49) feet southwesterly from the southwesterly corner of the machine shop; thence South 53° 17' East three hundred twenty-eight and four tenths (328.4) feet to a monument where once stood a twenty-inch beech tree; thence South 32° 28' East five hundred sixty-one and nine tenths (561.9) feet to an iron pipe in the southerly boundary line of said remaining land of Samuel Rindge near the easterly bank of said river; thence turning and running South 65° 36' West, in a prolongation of said southerly boundary line of said remaining land of Samuel Rindge, to the center of the Presumpscot River; thence turning and running northerly, by a meandering line, through the center of said Presumpscot River, to the intersection of said center line with the prolongation of the northerly boundary line of said remaining land of Samuel Rindge; thence turning and running northeasterly along the line of said prolongation to the stone monument at the point of beginning.

In case of any question as to distances or bounds of the above described property, reference shall be had to plan of the property conveyed by said deed of Samuel Rindge dated February 4, 1932, entitled "Survey of Water Power at Mallison Falls, Cumberland County Power & Light Company" dated Dec. 1, 1931 and numbered 391-1, recorded in Cumberland County Registry of Deeds, Book of Plans No. 20, Page 47. (All courses in present deed based on True Meridian).

Also conveying to the Grantee, its successors and assigns, the right to enter on the said remaining premises owned by Samuel Rindge on February 4, 1932 from time to time whenever necessary or expedient for the purpose of inspecting, altering, maintaining, repairing or removing any or all of the buildings or structures now or hereafter located upon the premises conveyed by Samuel Rindge to Cumberland County Power and Light Company by said deed of February 4, 1932, or erecting new buildings or structures thereon, or operating said dam or any other dam constructed in place thereof.

Also conveying to the grantee, its successors and assigns, with respect to a portion of the said remaining premises owned by Samuel Rindge on February 4, 1932, to wit: a triangular area marked "A" on the said plan recorded as aforesaid, and bounded and described as follows:

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Beginning at the stone monument near the easterly bank of the Presumpscot River, said stone monument being the northwesterly corner of said remaining premises owned by Samuel Rindge on February 4, 1932; thence running northeasterly along the said northerly boundary line along said remaining premises a distance of one hundred (100) feet; thence turning and running southerly across said remaining premises a distance of one hundred (130) thirty feet, more or less, to a point in the division line between said remaining premises and the premises described in this paragraph (4), one hundred fifty (150) feet distant southeasterly along said division line from the stone bound above mentioned; thence turning and running northwesterly along said division line one hundred fifty (150) feet to said stone monument at the point of beginning, containing six thousand three hundred thirty-seven and five tenths (6,337.5) square feet, more or less; the perpetual privilege, authority and easement to erect, construct and maintain thereon and thereover electric power lines consisting of poles or metal towers as may be hereafter decided on by said Grantee, with wires attached thereto for the transmission of electricity and with all necessary foundations, fixtures, anchors, guys, braces, crossarms, cables, wires, and other appurtenances, and to maintain, repair and replace such electric power lines, to stretch wires and to conduct electricity through said wires for all purposes of the Grantee over and across the above-described property owned by Samuel Rindge on February 4, 1932; together with the right to enter upon said premises at all times for the purpose of repairing or replacing said electric power lines, together with the right to trim and cut down any and all trees, timber and bushes thereon and such tall trees, outside of said area, as in falling would reach the wires of any power line so located on such area, provided the center line of such power line is not less than twenty-five (25) feet from either side line of such area; reserving, however, to Samuel Rindge, his heirs and assigns, the title to the wood and trees so cut, and also reserving the use and enjoyment of such area for all such purposes as do not conflict or infringe upon the use of such area by the Grantee, its successors and assigns, for the purposes above mentioned.

Also conveying to the Grantee, its successors and assigns, the perpetual privilege, authority and easement to overflow and flood the remaining premises owned by Samuel Rindge on February 4, 1932 as the same may be overflowed and flooded by means of the dam hereby conveyed or any other dam constructed across the Presumpscot River in place thereof at such a height that the same will not hold back the water in excess of the height caused by the said dam hereby conveyed.

Meaning and intending hereby to convey with limitation hereof all the right, title and interest which the Grantor may have in and to said dam, the land on which it stands and on which any stone abutment connected therewith is located, including all right, title and interest of the Grantor in and to the bed of the Presumpscot River and the waters thereof in the Towns of Windham and Gorham, including all mill privileges, all except as are herein reserved or excepted; flowage, riparian and water rights however evidenced and wherever and whenever acquired, except as herein otherwise limited with respect to said remaining land owned by Samuel Rindge, also all flumes, penstocks, gates and gatehouses as now located upon the lands hereby conveyed; and all rights of way and other easements, if any, owned by this Grantor, the same being used or useful in connection with the operation and maintenance of said dam. Being a portion of the premises conveyed by deed of Windham Manufacturing Company to Samuel Rindge, dated December 7, 1927, and recorded in Cumberland County Registry of Deeds, Book, 1278, Page 455, and the

same premises conveyed by Samuel Rindge to Cumberland County Power and Light Company by said deed of February 4, 1932. Subject, however, to the right, title and interest of all persons in and to so much of the highway and bridge over the Presumpscot River between Windham and Gorham as lies within the above described premises.

The premises described in this paragraph (2) are conveyed expressly subject to the right of said Samuel Rindge, his heirs, executors, administrators and assigns, and successors in title, to the free and uninterrupted right to take from the Presumpscot River water in amounts not exceeding 500,000 gallons per 24 hours for use on the remaining premises owned by said Samuel Rindge on February 4, 1932, the said water to be used for any purpose on said remaining premises except for the generation of water power; provided, however, that said exception shall not prohibit the manufacture and use of steam for any and all purposes on said remaining premises, and, in addition thereto, such amount of water, there being no obligation however on the part of the Grantee and its successors and assigns to furnish the same, for adequate fire protection and for the devices and equipment now or hereafter installed on said remaining premises with respect thereto as may be advisable or expedient or recommended or required by insurance companies whose regular business is the writing of fire risks.

The Grantee covenants and agrees for itself, its successors and assigns, that it and its assigns and successors in title will not obstruct the outlet in said present dam, and that if it or they erect another dam in said river in place thereof, it or they will provide, erect and install therein, in a sufficient and workmanlike manner, an outlet of at least twelve inches in diameter, and will not obstruct the same, and will lay a pipe of the same diameter from said outlet to a point on said remaining premises owned by Samuel Rindge on February 4, 1932 at or near the outlet in said present dam, equipped with proper fittings for connecting up with said remaining premises, with a suitable control valve, conveniently located and accessible to the owners of the said remaining premises; provided, however, that if and when the Grantee, its successors and assigns and successors in title, shall no longer use and keep and maintain any dam, then it or they shall provide, erect and install a pipe of the size and with the fittings and valve aforesaid, from the river bed to a point on said remaining land owned by Samuel Rindge on said February 4, 1932, at or near the outlet in said present dam, and will construct an adequate pool or basin in the river bed where the intake end of said pipe is located, which intake end shall be properly screened, all to the end that the said Samuel Rindge, his heirs, assigns and successors in title to said remaining land shall, either by gravity flowage through a dam or by means of pumping through said pipe from the river bend, obtain the water hereinbefore reserved. The said Samuel Rindge, his heirs, assigns and successors in title to said remaining premises shall have title to and ownership of all of said pipes, fittings and controls, and of said pool or basin, shall have the sole responsibility for the repair, maintenance and operation of the same, and shall, and there is hereby reserved and excepted to the said Samuel Rindge, his heirs and assigns and successors in title, the right to enter the premises described in this paragraph (2) for the purpose of such repair, maintenance and operation.

Also excepting and reserving to the said Samuel Rindge, his heirs, executors, administrators, assigns and successors in title the right to enter on the premises described in this paragraph (2) to construct, lay, repair and maintain pipes, conduits or other channels over, along, under or across the said premises for the purpose of discharging sewage and/or waste into the